

13
ORIGINAL

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

232-S0811

AGREEMENT NUMBER

20-0131-08

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

CONTRACTOR'S NAME

EL DORADO COUNTY, DEPARTMENT OF CHILD SUPPORT SERVICES

2. The term of this Agreement is: September 1, 2007 through August 31, 2008

3. The maximum amount of this Agreement is: **\$96,168.00**
Ninety Six Thousand One Hundred Sixty Eight Dollars and No Cents.

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A.1 – Duty Statement	2 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B.1 & B.2 – Budget Detail	2 pages
Exhibit C – General Terms and Conditions	2 pages
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Employee Concurrence	1 page
County of El Dorado, California Board of Supervisors Policy	14 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

EL DORADO COUNTY, DEPARTMENT OF CHILD SUPPORT SERVICES

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Chairman, Board of Supervisors

ADDRESS

P.O. Box 391
Placerville, CA 95667

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF CHILD SUPPORT SERVICES

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cher Woehl, Deputy Director, Administrative Services Division

ADDRESS

P.O. BOX 419064, Rancho Cordova, CA 95741-9064

California Department of General
Services Use Only

☒ Exempt per:
Per Government Code Section
19050.8

El Dorado County Contract Administrator/Department Head:

By:

Laura Roth
Laura Roth, Director

Date:

8/27/07

Child Support Services

EXHIBIT A
SCOPE OF WORK

1. PURPOSE

This inter-jurisdictional employee exchange agreement is executed between the California Department of Child Support Services and El Dorado County, Department of Child Support Services with the concurrence of the assigned employee, Ginger Harms. The purpose of this inter-jurisdictional employee exchange is to obtain county child support services expertise in support of the Child Support Program and the California Child Support Automation System (CCSAS) Project, pursuant to Welfare and Institutions Code Section 10082, subdivision (i). This agreement has been executed pursuant to the provisions governing temporary assignments and loans of civil service employees set forth in Government Code Section 19050.8 and following regulations in Section 427 of Title 2, California Code of Regulations.

2. DEFINITION OF TERMS

- A. "Agreement" refers to this Agreement, No. 20-0131-08.
- B. "County" means El Dorado County, Department of Child Support Services.
- C. "CCSAS" means the California Child Support Automation System.
- D. "DCSS" means the California Department of Child Support Services.
- E. "Employee" means the assigned employee, Ginger Harms.
- F. "LCSA" means the Local Child Support Agency.
- G. "State" means the Executive Branch of the State of California.
- H. "Long-Term Travel Assignment" means a temporary assignment of 31 days or more to a given location other than headquarters.
- I. "In the vicinity of DCSS" means within fifty (50) miles (one way) of DCSS' Rancho Cordova location.

3. RESPONSIBILITIES OF THE PARTIES

- A. The County agrees to loan and assign to DCSS the Employee for the support of the Child Support Program and the California Child Support Automation System Project. Employee agrees to provide his/her expertise to DCSS. DCSS agrees to accept the assignment and the services of the Employee.
- B. The duties and responsibilities of the position are set forth in the attached Exhibit A.1, Local Child Support Agency, LCSA Consultant Duty Statement. Employee shall serve under the direct supervision and control of Management staff in the Program Policy Branch.
- C. During the term of this Agreement, the County shall continue to employ Employee in the classification of Child Support Supervisor. The County may employ temporary or limited term help to assume the duties and responsibilities of the Employee during the term of this Agreement. Upon termination of this Agreement,

Employee shall return to his/her regular permanent position as a Child Support Supervisor. The Employee shall retain his/her incumbency in the permanent position of Child Support Supervisor, as well as all other benefits of County employment.

- D. During the term of this Agreement, the County shall credit to Employee all time credits that would accrue to Employee absent this Agreement for the purposes of determining seniority, promotional status, retirement date, and other employment benefits. No such corresponding State benefits shall accrue to Employee during the term of this Agreement.
- E. During the term of this Agreement, all other benefits of employment shall continue to accrue to Employee, including the employer's share of the cost of health insurance, life insurance, retirement benefits, sick leave and vacation accrual, merit salary adjustments if applicable, and holiday time off.
- F. During the term of this Agreement, Employee shall maintain all rights to compete in County open and promotional civil service examinations, as well as in all State open examinations.
- G. The Employee and the DCSS Contract Manager shall mutually develop a plan for knowledge transfer to the DCSS. The knowledge transfer plan may include mutually agreed upon topics, timeframes, and identification of which DCSS employees will receive this training.
- H. DCSS shall reimburse County for the cost of the Employee as described in Exhibit B of this Agreement.

4. **COMMUNICATION**

- A. The Contract Managers during the term of this Agreement will be:

DCSS/CCSAS	El Dorado County Department of Child Support Services
<i>Cindi Pocoroba, Manager</i>	<i>Eric LaComb, Staff Services Manager</i>
<i>Program Policy Branch</i>	<i>(530) 642-4831</i>
<i>(916) 464-4855</i>	<i>Eric.lacomb@edcgov.us</i>
<i>Cindi.Pocoroba@dcss.ca.gov</i>	

- B. All official communication from the County to DCSS shall be directed to the DCSS Contract Manager.

**EXHIBIT A.1
DUTY STATEMENT**

**LOCAL CHILD SUPPORT AGENCY (LCSA)
CALIFORNIA CHILD SUPPORT AUTOMATION SYSTEM (CCSAS)
LCSA CONSULTANT**

Under the direction of a Staff Services Manager I, the LCSA Consultant is directly responsible for a variety of programmatic, consultative, and analytical areas in support of the California Department of Child Support Services (DCSS). The LCSA Consultant's scope of work includes, but is not limited to, developing training curriculum and training DCSS Policy staff; developing and implementing policy for the Child Support Program, and statewide California Child Support Automation system (CCSAS), developing and implementing regulations, completing special studies, and assisting in legislative related activities.

Specific Job Assignments

The position calls for frequent contact with LCSA staff, DCSS staff and interested stakeholders. The position may also require contact with federal program staff and representatives from the California Attorney General's Office. The incumbent in this position is responsible for developing policy recommendations that will meet federal and state requirements and performs varied and complex technical analytical staff services work. Limited travel may be required. Specific tasks may include the following:

- Provide support to the Child Support Policy Branch including, but not limited to the following duties:
 - Maintain policy resource material;
 - Assist management in the development of training curriculum for Policy Branch;
 - Assist in the creation of historical database for use by LCSA and DCSS staff;
 - Verify and maintain the historical data base.

- Participate in the development of statewide Child Support Program policy, including but not limited to the following duties:
 - Act as chairperson of the Case Management Governance Team;
 - Develop recommendations for program policies and procedures;
 - Coordinate with federal, state, and local personnel, as well as interested stakeholders to receive and disseminate relevant program information;
 - Develop and review state regulations and forms;
 - Prepare statewide procedural and informational letters to the LCSAs.

- Participate in a team or task force, or work independently, to conduct special program development studies.
- Research and respond to intra- and inter-departmental questions regarding child Support Program and CCSAS Policy.
- Review and analyze state and federal statutes, regulations and legislation to determine program input.
- Research and respond to public, federal, state and local inquiries.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT**: For services satisfactorily rendered and upon receipt and approval of the invoices, DCSS agrees to reimburse the County for actual expenditures incurred in accordance with the attached Exhibit B.1, Budget Detail.

Detailed invoices and supporting documents for actual services shall include the Agreement Number 20-0131-08 and be submitted in duplicate monthly in arrears to:

DEPARTMENT OF CHILD SUPPORT SERVICES
Contracts Fiscal Support Unit
P.O. Box 419064, MS 22
Rancho Cordova, CA 95741-9064

Supporting documentation, including timesheets, shall be submitted to the DCSS Contracts Fiscal Support Unit and the DCSS Contract Manager on a monthly basis and be subject to approval by the DCSS Contract Manager prior to approval of invoices.

Invoices not containing this information may be returned with requests for the inclusion.

2. **TRAVEL**

The following paragraphs letter A through D, identify the authorities that allow for the appropriate reimbursement for travel:

- A. In the event the Employee is required to travel on behalf of DCSS, the DCSS Rancho Cordova office will be considered Headquarters for purposes of reimbursement for short-term travel. Short-term travel expenses will be reimbursed at the discretion of DCSS Contract Manager and as such, they may require pre-approval by DCSS Contract Manager.
- B. Short-term travel expenses for lodging, meals, and incidentals may be reimbursed at the rates described in Title 2, California Code of Regulations section 599.619, subdivision (a).
- C. Long-term travel expenses for lodging, meals, and incidentals may be reimbursed at the rates described in the Title 2, California Code of Regulations Section 599.619, subdivision (b). Reimbursement for meals and incidentals may not be claimed for both long-term travel and short-term travel.

D. Travel expenses for transportation may be reimbursed at the rates described in the California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1, Article 2, Sections 599.626.1 and 599.631.

E. This employee is entitled to the following special travel reimbursement rates:

- 1) While on this assignment, Employee maintains a primary residence in El Dorado County. During the term of this Agreement the Employee will be considered to be headquartered in her County and assigned to the DCSS Rancho Cordova office for special long term travel reimbursement purposes.
- 2) Mileage reimbursement will be provided for transportation expenses for round trip commute from El Dorado County to Sacramento County as stated in *County of El Dorado, California Board of Supervisors Policy dated May 25, 1999*, attached hereto and made a part of this Agreement.
- 3) Employee may not claim up to \$1,130 per month for receipted lodging and utility expenses incurred as employee will not maintain a secondary residence in the vicinity of DCSS Rancho Cordova office.
- 4) Employee may claim reimbursement up to \$12 per day for lunch as stated in the *County of El Dorado, California Board of Supervisors Policy dated May 25, 1999*, attached hereto and made a part of this Agreement. Employee will not be entitled to such reimbursement on weekends, State holidays, when on vacation or traveling for non-work related reasons.

F. No reimbursement will be provided for moving expenses to or from the vicinity of DCSS Rancho Cordova office

3. **OUT OF STATE TRAVEL:** No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from DCSS.

4. **REIMBURSEMENT PROCESS:**

- A. Employee shall submit proof of travel expenses to the DCSS Contract Manager. The DCSS Contract Manager will verify the accuracy of employee travel expense and provide approved information to the County.
- B. The County will include any claim for reimbursement as a separate line item on the Monthly Invoice for Inter-jurisdictional Employee Exchange Agreement (DCSS 0537) and submit it to the DCSS Contract Manager.
- C. DCSS Contracts Fiscal Support Unit and Contract Manager will review the completed invoice and DCSS Accounting will reimburse the County for allowable expenditures. DCSS Accounting will not reimburse the County for unauthorized

expenses or expenses exceeding the maximum reimbursement amounts as specifically described in or referenced by the Agreement.

5. **STATE BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DCSS shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DCSS shall have the option to either: cancel this Agreement with no liability occurring to DCSS; or offer an Agreement Amendment to the County to reflect the reduced amount.

6. **FOR CONTRACT WITH FEDERAL FUNDS:**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the term of this Agreement makes sufficient funds available to the State of California for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction of funds.
- D. DCSS has the option to void the Agreement with a 30-day cancellation notice or to amend the Agreement to reflect any reduction of funds.

7. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927) once the invoices have been submitted correctly.

8. **REVIEWS:** DCSS reserves the right to review levels and billing procedures as they impact charges against this Agreement.

9. **FINAL BILLING:** Final billing for services must be received by DCSS within 90 days following the end of the agreement.

**EXHIBIT B.1
BUDGET DETAIL**

	Monthly Costs	FY 09/01/07 – 06/30/08 10 months	Monthly Costs	FY 07/01/08 - 08/31/08 2 month
Description of Costs				
Salary	\$ 4,926.00	\$ 49,260.00	\$ 5,071.00	\$ 10,142.00
Worker's Comp	\$ 126.00	\$ 1,260.00	\$ 129.00	\$ 258.00
Retirement	\$ 954.00	\$ 9,540.00	\$ 968.00	\$ 1,936.00
Health Insurance	\$ 986.00	\$ 9,860.00	\$ 1,030.00	\$ 2,060.00
Medicare	\$ 71.00	\$ 710.00	\$ 74.00	\$ 148.00
Unemployment Insurance	\$ 37.00	\$ 370.00	\$ 38.00	\$ 76.00
Long Term Disability	\$ 18.00	\$ 180.00	\$ 18.00	\$ 36.00
Dental Insurance (N/A)	\$ -	\$ -	\$ -	\$ -
SEIU Pension (N/A)	\$ -	\$ -	\$ -	\$ -
Other - FICA Employer Share (N/A)	\$ -	\$ -	\$ -	\$ -
Other - Retiree Medical Insurance (N/A)	\$ -	\$ -	\$ -	\$ -
Description Subtotal	\$ 7,118.00	\$ 71,180.00	\$ 7,328.00	\$ 14,656.00
Travel Costs:				
Short-term travel	\$ -	\$ -	\$ -	\$ -
Long term travel	\$ 861.00	\$ 8,610.00	\$ 861.00	\$ 1,722.00
Travel Subtotal	\$ 861.00	\$ 8,610.00	\$ 861.00	\$ 1,722.00
SubTotal Costs	\$ 7,979.00	\$ 79,790.00	\$ 8,189.00	\$ 16,378.00
Contract Total for FY 2007/2008		\$ 79,790.00		\$ 16,378.00

TOTAL ALL YEARS \$96,168.00

¹ The amount stated for Travel Expenses are for budgeting purposes only. DCSS will only reimburse the County for actual expenses incurred and in accordance with the travel reimbursement provisions in this Agreement. Any claim for travel reimbursement must be accompanied by a detailed breakdown of charges and be in accordance with the travel policies and procedures specified in this Agreement.

EXHIBIT B.2
Monthly Long Term Travel Detail

Per Deim (lunches)	\$12/day x 22 days	\$ 264.00
Mileage	reimbursement rate* x 56 miles/22days	\$ 597.00
Monthly total		\$ 861.00

* Reimbursement rate is in accordance to the County of El Dorado, California Board of Supervisors Policy, Section 5(b). As of June 2007, the current Federal rate as determined by the Internal Revenue Services is \$.485.00.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and concurred by the assigned Employee.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and concurred by the assigned Employee. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the County, either in whole or in part, without the consent of DCSS and the concurrence of the loaned Employee in the form of a formal written amendment.
4. **AUDIT**: County agrees that DCSS has the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
5. **INDEMNIFICATION**: In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed between the parties pursuant to Government Code Section 895.6, or any other statute, regulation or rule that may otherwise affect the terms of this Agreement, the parties agree to indemnify, defend and save harmless each other, their officers, agents, and employees from any and all claims and losses accruing or resulting from the other party's acts, errors or omissions and for any costs or expenses incurred by one on account of any claim therefore, including any claims and losses accruing or resulting to any person, who may be injured or damaged by the Employee, in the performance of the Agreement, except where such indemnification is prohibited by law.

Indemnification by DCSS is not applicable to any and all claims and losses accruing or resulting from the Employee's acts, errors or omissions and for any costs or expenses incurred by one on account of any claim therefore, including any claim and losses accruing or resulting to any person, who may be injured or damaged by the Employee, that occurs during the Employee's travel between her primary and secondary residence or commute to and from Employee's assigned place of employment at DCSS, in Rancho Cordova, California. These travels are the sole and exclusive liability of County and/or Employee.

6. **WORKERS' COMPENSATION:** DCSS shall reimburse County for all costs related to an injury or disability of Employee should Employee become injured or disabled as a result of the duties required of Employee as set forth in Exhibit A.1, Duty Statement, during the term of this Agreement to the same extent the County may be liable for such costs under the laws of the State of California concerning the provision of workers' compensation benefits.
7. **DISPUTES:** County shall continue the assignment of the Employee under this Agreement during any dispute.
8. **TERMINATION OF AGREEMENT OR ASSIGNMENT:** Either appointing authority, DCSS or County, or the Employee may terminate the assignment at any time for any reason. The parties and the Employee agree to give written notice of intent of termination within a reasonable length of time in advance of the actual termination of the assignment and providing of services to DCSS.
9. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
10. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. The County and the officers, agents, and employees of County other than the Employee of the County who is loaned to DCSS under this Agreement shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of the State of California.
2. **DISPUTE PROVISIONS**
 - A. If the County disputes a decision of DCSS's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, County shall provide written dispute notice to DCSS's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
 - 1) the decision under dispute;
 - 2) the reason(s) County believes the decision of the DCSS representative to have been in error (if applicable, reference pertinent contract provisions);
 - 3) identification of all documents and substance of all oral communication which support County's position; and
 - 4) the dollar amount in dispute, if applicable.
 - B. Upon receipt of the written dispute notice, the DCSS program management will examine the matter and issue a written decision to the County within fifteen (15) calendar days. The decision of the representative shall contain the following information:
 - 1) a description of the dispute;
 - 2) a reference to pertinent contract provisions, if applicable;
 - 3) a statement of the factual areas of agreement or disagreement; and
 - 4) a statement of the representative's decision with supporting rationale.
 - C. The decision of the representative shall be final unless, within thirty (30) days from the date of receipt of the representative's decision, County files with the California Department of Child Support Services a notice of appeal addressed to:

California Department of Child Support Services
Attention: Chief, Administrative Resources Branch
P.O. Box 419064, MS 20
Rancho Cordova, CA 95741-9064

Pending resolution of any dispute, County shall diligently continue all contract work and comply with all of the representative's orders and directions.

3. **STATEMENT OF ECONOMIC INTERESTS**

- A. In accordance with Title 22, California Code of Regulations, section 123000, consultants are required to complete a Statement of Economic Interests (Form 700) on an annual basis. A "consultant" is generally defined by law as one who advises, makes recommendation, conducts research, presents a report, analysis or opinion to governmental decision makers and thereby influences governmental decisions.
- B. Upon further determination of the DCSS Contract Manager, Employee could be asked to complete and submit Form 700.
- D. If such determination is made, Employee shall complete and submit "taking of office", "leaving of office", and annual Form 700 statements during the term of this Agreement. Noncompliance shall be cause for termination of this Agreement.

4. **WORKPLACE POLICIES AND INCOMPATIBLE ACTIVITY STATEMENT**

The Employee shall read, understand, and agree by signing all workplace policies and the Incompatible Activities Statement policy provided by the DCSS Contract Manager prior to the first workday. Noncompliance shall be cause for termination of this Agreement.

EXHIBIT E EMPLOYEE CONCURRENCE

Government Code Section 19050.8 authorizes employee loan and assignment agreements between government agencies. The concurrence below acknowledges the employee's voluntary consent to this Agreement to loan and assign the Employee to DCSS:

I, Ginger Harms, hereby give my voluntary consent and concurrence to participate in the employee loan program whereby I am assigned to the State of California Department of Child Support Services, with the duties outlined in Exhibit A.1, Local Child Support Agency California Child Support Automation System LCSA Consultant Duty Statement.

I certify that I shall avoid any actual or potential conflicts of interest, and that any functions or responsibilities exercised in connection with this Agreement shall not have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

I shall establish safeguards to prohibit from using my position for a purpose which could result in private gain or which gives the appearance of being motivated for private gain, particularly with whom I have family, business, or other ties.

I hereby acknowledge that I read and understood the Agreement. I also acknowledge that I understand my rights and obligations outlined in the Agreement and I will abide by those provisions.



Signature of Employee

6-12-07
Date